

**ORIGINAL****Apartment Lease Contract**Date of Lease Contract: October 29, 2014  
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

**Moving In -- General Information**

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):  
Kelvin White

and us, the owner:  
JRK Resid. America LLC as the owner's  
representative for Ivy Walk II

(name of apartment community or title holder). You've agreed to rent  
Apartment No. 490423, at 4904 Burnt Oak Drive  
#203 (street address) in

Richmond (city), Virginia, 23234  
(zip code) for use as a private residence only. The terms "you" and "your"  
refer to all residents listed above. The terms "we," "us," and "our" refer to  
the owner listed above (or any of owner's successors in interest or  
assigns). Written notice to or from our managers constitutes notice to or  
from us. The names and addresses of the persons authorized to manage  
the premises are listed below. If anyone else has guaranteed performance  
of this Lease Contract, a separate Lease Contract Guaranty for each  
guarantor is attached.

Managers: Sandy Wells  
Ryan Payne

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):  
Kristin White

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 1st day of December, 2014, and ends at midnight the 30th day of November, 2015. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 37. If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 400.00, due on or before the date this Lease Contract is signed.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 1 mailbox key(s), and        other access devices for       . Your apartment will be [check one]: ☐ furnished or ☒ unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 905.00 per month for rent, payable in advance and without demand:

- ☒ at the on-site manager's office, or  
☐ at our online payment site, or  
☐ at

Prorated rent of \$        is due for the remainder of the [check one]:  
☐ 1st month or ☐ 2nd month, on       

Otherwise, you must pay your rent on or before the 1st day of each month (due date). You must not withhold or offset rent unless authorized by statute. If you fail to pay rent within 5 days after we have given you written notice of your nonpayment and of our intent to terminate the Lease Contract if rent is not paid within this 5-day period, we may then terminate the Lease Contract and obtain possession of the premises. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 5th day of the month, you'll pay an initial late charge of \$        plus a late charge of \$        per day after that date until paid in full to the extent permitted by applicable law. In the alternative, we may simply charge you 10 % of your monthly rent payment as a late fee. Daily late charges will not exceed 15 days for any single month's rent. To the extent permitted by applicable law, you'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☒ water ☐ gas ☐ electricity ☐ master antenna  
☒ wastewater ☒ trash ☐ cable TV ☐ other

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them to the extent permitted by applicable law. We must install and pay for such safety devices if the governing body of the particular locality has passed an ordinance requiring us to do so.

**What You Are Now Requesting.** You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.

- ☒ keyed deadbolt lock ☒ doorviewer  
☒ keyless deadbolt ☒ sliding door pinlock  
☐ sliding door bar

**Payment for Rekeying, Repairs, Etc.** To the extent permitted by applicable law, you must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. To the extent permitted by applicable law, you may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

**ORIGINAL**

Kelvin White

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See special provisions on the last page

See any additional special provisions.

11. **EARLY MOVE-OUT.** To the extent permitted by applicable law, you'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 100 % of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraphs 23 or 37; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and, to the extent permitted by applicable law, does not release you from your obligations under this Lease Contract. See the next paragraph.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. By law, we are limited to the recovery of actual damages. These damages may be uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and, to the extent permitted by applicable law, you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PERSONAL PROPERTY LEFT IN APARTMENT.** For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Termination of the Lease Contract and Delivery of Possession.** We may consider any property left behind in your apartment as abandoned property. Except as provided by applicable law, we're not liable for casualty loss, damage, or theft. We will give you 10 days' written notice to your last known address, address correction requested, if we are going to dispose of the property in any way. If we have sold any abandoned property, we may apply the funds received to any amounts you may owe us, including reasonable costs incurred by us in selling or storing the abandoned property. Any remaining funds will be treated as a security deposit. All property in

the apartment is presumed to be yours unless proven otherwise. This paragraph is not applicable if we have been granted a writ of possession for the apartment.

**Removal after Eviction.** To the extent permitted by applicable law, we may ask the sheriff to place all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) in the public way if you are judicially evicted (see definitions in paragraph 42). You will have 24 hours to remove your property from the public way or it will be disposed of by the landlord.

**Removal after Surrender or Abandonment.** To the extent permitted by applicable law, we may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender or abandon the apartment (see definitions in paragraph 42).

**Disposition or Sale.** Disposition or sale of your abandoned property, if any, must comply with Virginia Code §55-248.38.1.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins such non-compliance will constitute a default by you under this Lease.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3 or such longer period as is required by applicable law, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37.

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
  - (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history, we are only permitted to release your rent payment record and amount of payment without your prior consent. A contract purchaser of the rental property may inspect all tenants' information without obtaining your consent. If you have defaulted on your rent payment, this provision does not apply.

#### While You're Living in the Apartment

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. To the extent permitted by applicable law, we may make reasonable changes to written rules, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract and you have been given reasonable notice of the same.

19. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We will serve written notice personally on any such guest and also serve you a copy of the notice if your guest is the one in violation. In addition to the remedies we may have against you, we can apply to a magistrate for a warrant for trespass, provided we have served the required notice. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law;

Kelvin White

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discharging a firearm in the apartment community or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community.

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed from the apartment community at your expense under the terms of this Lease Contract or by appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31, or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty; and
- (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, (iii) relieved or released from active duty, or (iv) ordered to report to a government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependant of a servicemember covered by the U.S. Servicemembers Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependant cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence. In accordance with applicable Virginia law, and except as otherwise provided under the U.S. Servicemembers Civil Relief Act, liquidated damages will not be charged.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in this Lease Contract.

**Smoke Detectors.** We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us for actual damages and others for any loss, damage, or fines from fire, smoke or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services, provided that we owe no legal duty to you under the applicable law.

Call 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** Except for our duty to maintain in good and safe condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities, and, except for conditions materially affecting the health or safety of ordinary persons, you accept the apartment, fixtures, and furniture as is. You'll be given an Inventory and Condition form on or before move-in. Within 5 days after move-in, you must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. You must follow proper trash removal procedures. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

In addition to the requirements outlined in this Lease Contract, you are responsible for complying with the obligations imposed on you by applicable provisions of the building and housing codes materially affecting health and safety.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST-FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections.

If the premises are damaged or destroyed by fire or other casualty to such an extent that your enjoyment of the premises is substantially impaired, you may immediately vacate and serve on us a written notice within 14 days thereafter, indicating your intent to terminate the Lease Contract. The Lease Contract would be terminated as of the day you vacated the premises. If we and you cannot agree as to the issue of habitability, the decision of the local building inspector will govern.

27. **ANIMALS.** To the extent permitted by applicable law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. We may not charge an animal deposit for a support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates or without your knowledge), we may serve on you a written notice describing your violation and stating that the Lease Contract will terminate on a date not less than 30 days after you have received the notice if you do not cure the violation within 21 days. If you properly remedy the violation within 21 days, then the Lease Contract will not terminate. To the extent permitted by applicable law, if an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaving, deodorizing, and shampooing. Initial and daily animal-violation charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

28. **WHEN WE MAY ENTER.** You shall not unreasonably withhold consent for us to enter the apartment in order to inspect the apartment, make necessary or agreed upon repairs, decorations, alterations or improvements, supply necessary or agreed upon services or exhibit the apartment to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. We may enter the apartment without your consent in the event of an emergency. Unless impractical, we will give you 24 hours written notice of routine maintenance (not requested by you) to be performed in the apartment.

### Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:
- (1) a reletting charge will not be due;
  - (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
  - (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

### Responsibilities of Owner and Resident

31. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:
- (1) keep common areas reasonably clean and in a structurally safe condition, subject to paragraph 25;
  - (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
  - (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
  - (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate the above, the following remedies apply:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

If we fail to remedy the condition within a reasonable time, you may exercise any other remedies provided under Virginia law.

32. **DEFAULT BY RESIDENT.**

**Default by Resident.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; or (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20.

Under Virginia law and this Lease Agreement, we may terminate this tenancy in accordance with the following provisions:

- A. **Material Noncompliance by Your Failing to Pay Rent When Due.** Your rent is due and payable on the 1st day of each calendar month. If you fail to pay such rent after we have served a 5-day material noncompliance notice for failure to pay rent, or pay or quit notice, as applicable, we may terminate this Lease Contract in accordance with applicable Virginia law.
- B. **Material Noncompliance by You Which Can Be Remedied Within 21 Days.** If you commit a material noncompliance under this Lease Contract which can be remedied within 21 days, we may serve on you a material noncompliance notice stating that if you do not remedy the specified noncompliances(s) within 21 days from the date of such notice, we have the right to terminate this Lease Contract on a date that is not less than 30 days after your receipt of such material noncompliance notice. Notice may be by: (1) personal delivery upon the tenant; or (2) if the tenant cannot be found, by delivery at the apartment to any family member occupant who is at least 16 years old, or (3) in the absence of such tenant or person, to post the same in some conspicuous place upon the apartment.
- C. **Repeat Violations.** If you have been served with a prior written notice which required you to remedy a breach, and you remedied such breach, where you intentionally commit a subsequent breach of a like nature as the prior breach, we may serve on you a 30 day termination notice. Such notice must make reference to the prior breach of a like nature and state that the Lease Contract will terminate on a date not less than 30 days after your receipt of such

We will give you written notice not less than 48 hours before the application of pesticide in the apartment unless you agree to a shorter notice period. If you have requested us to apply pesticide in the apartment, we are not required to give you written notice. If you are concerned with specific pesticides, you must notify us in writing no less than 24 hours before the scheduled pesticide application.

You must notify us of any anticipated extended absence from your apartment of greater than 7 days. During this absence, we may enter the apartment at times reasonably necessary to protect the apartment. If you fail to give us such notice, we may recover actual damages from you.

29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. *Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 42.*

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

notice for the reasons stated therein without allowing you an opportunity to remedy such subsequent breach.

- D. **Nonremediable Violations.** If you commit a material noncompliance, we may serve on you a termination notice stating that the Lease Contract will terminate on a date that is not less than 30 days after your receipt of such notice for the reasons stated in such notice. If a breach of your obligations under the Virginia law, or the Lease Contract, involves or constitutes a criminal or willful act, which is not remediable and which poses a threat to health or safety, we may terminate the Lease Contract immediately by written notice to you.
- E. **Remediable Violations.** If you commit a material noncompliance, we may serve on you a termination notice stating that the Lease Contract will terminate on a date that is not less than 30 days after your receipt of such notice for the reasons stated in such notice. If the noncompliance can be remedied by repair or payment of damages or otherwise and you adequately remedy the noncompliance within 21 days of the receipt of notice, the Lease Contract will not terminate. If you fail to maintain the apartment as required by applicable law or by this Lease Contract but the violation is remediable by repair, replacement or cleaning, and you fail to comply promptly in the case of emergency or within 14 days after written notice from us, we may enter the apartment and have the work done. We will submit an itemized bill for such work to you as rent on the next date when rent is due, or if the Lease Contract has terminated, for immediate payment.
- F. **Acceptance of Rent With Reservation.** In accordance with Virginia Code Section 55-248.34:1, unless we accept the rent with reservation by either including notice of such acceptance in a written termination notice given by the landlord to the tenant in accordance with Virginia Code Section 55-248.31 or in a separate written notice given by the landlord to the tenant within five (5) business days of receipt of the rent, acceptance of periodic rent payments with knowledge of a material noncompliance by you constitutes a waiver of our right to terminate the Lease Contract. If we have given you written notice that the periodic rental payments have been accepted with reservation, we may accept full payment of all rental payments, damages and other fees and still be entitled to receive an order of possession terminating the Lease Contract. Subject to applicable law, any rental payment received after judgment and possession have been granted to us against you, but prior to eviction, will be accepted with reservation, and will be applied to the judgment amount, including the late charges, applicable costs and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of the said amount with reservation in no way creates a new landlord/tenant relationship with you.
- G. **Remedies Available to Us Upon Termination of Lease Contract.** Upon termination of the Lease Contract, we may proceed to obtain possession of the apartment by the filing of an unlawful detainer summons in a court of competent jurisdiction, and in addition, seek a money judgment for any actual damages sustained as a result of your default and breach of the Lease Contract, as provided by Virginia law. We may also recover reasonable attorney's fees and cost of service of process. Upon termination of the Lease Contract, we may treat the security deposit as provided in other provisions of this Lease Contract, appropriate addenda hereto, and applicable Virginia law.



33. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. To the extent allowed by law, notice to or from us may be made via email, including all notices required by Section 55-248.31 of the Code of Virginia or other law.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. To the extent permitted by applicable law, all provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

**WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**Obligation to Vacate.** Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

**FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

34. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. If we have accepted without reservation rent payments that were materially noncompliant and have given you written notice of such acceptance, then we have waived our right to terminate the Lease Contract. If we have given you written notice that your rent payments have been accepted with reservation, then we may accept all rent payments and still be entitled to an order of possession terminating the rental agreement.

35. **ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

#### Security Guidelines for Residents

36. **SECURITY GUIDELINES.** In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

##### PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows--even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management--in writing, dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management--in writing, dated and signed--any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

##### PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT

##### When Moving Out

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the

15. Lock your doors while you're gone. Lock any doorhandle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

##### PERSONAL SECURITY--WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car--whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

##### PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 23). TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of the advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice, unless you are in default, in which case Section 32 shall govern.

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. *Early move-out may result in reletting charges under paragraph 11.* You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out.
39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. If you wish to be present when we make the inspection, you must so advise us in writing, and then we will provide you with written notice of the time and date of our inspection of the apartment. You will have the right to be present at our inspection of the apartment for the purpose of determining the amount of security deposit to be returned. We will provide you with notice of the time and date of the inspection at least ten (10) days before the date of the inspection. The inspection will be made within three (3) days (excluding Saturdays, Sundays and holidays) before or after termination of occupancy and removal of all your personal effects. If you attend the inspection, we will upon completion of the inspection give you an itemized list of damages to the apartment known to exist at the time of the inspection. We suggest that you do accompany us during the inspection to help resolve any problems that may arise. Failure to do so will constitute a concurrence by you in our assessment of charges for damages or cleaning. After inspection by us, appropriate charges will be assessed by us for any missing items, damages or repairs to the apartment, or its contents (except for ordinary wear and tear).
41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges to the extent permitted by applicable law, including but not limited to: unpaid rent; unpaid utilities; unreimbursed service charges; all repairs or damages, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100); and other sums due under this Lease Contract.

To the extent permitted by applicable law, you'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; and (2) a reletting fee if you have violated paragraph 11.

#### Signatures, Originals and Attachments

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.
- ☒ Animal Addendum
  - ☐ Inventory and Condition Form
  - ☒ Mold Addendum
  - ☐ Enclosed Garage Addendum
  - ☒ Community Policies Addendum
  - ☐ Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
  - ☒ Notice of Intent to Move Out Form
  - ☒ Parking Permit or Sticker (quantity: \_\_\_\_\_)
  - ☒ Satellite Dish or Antenna Addendum
  - ☐ Asbestos Addendum (if asbestos is present)

#### RENDER, AND ABANDONMENT.

Provided that you have satisfied each of the following conditions, we shall return your security deposit to you as provided in this lease:

- (a) You must completely vacate the entire Premises at the expiration or other termination of this lease or when any subsequent month to month tenancy is terminated.
- (b) You must pay all Rent required under the lease, up to and including the date of expiration or termination of the lease or month to month tenancy.
- (c) You must thoroughly clean your apartment including all kitchen appliances (refrigerator, oven, range, dishwasher, baths, closets, storage areas, patios/balconies, etc.), so that your apartment and such appliances are in the same condition as they were in on the beginning date of the initial term of the lease, except for ordinary wear and tear.
- (d) There must be no defects or damages to the apartment, caused by you, your family, guests, invitees, agents, pets or otherwise.
- (e) You must not be in default at the expiration or termination of the lease or any subsequent month to month tenancy.
- (f) You must provide us with a written copy of your forwarding address.

Upon your satisfaction of each of the conditions set forth above, but no later than forty-five (45) days after the expiration or termination of the lease or any subsequent month to month tenancy we will do one of the following:

- (1) We will pay to you any security deposit you have paid to us (less any amounts that we have properly applied to your obligations under the lease during the term of the Lease or any subsequent month to month tenancy in accordance with the terms of the lease. Any accrued interest will only become due and payable if we have held your security deposit for more than 13 months after the date of the Lease Contract and you have continuously occupied the same apartment; or
- (2) We will use good faith efforts to notify you in writing personally, or by certified mail at your last known address, of our intention to withhold and apply your security deposit then held by us toward (1) any damages or charges for which you are legally liable under the lease or as a result of your breaching the lease; and (2) defraying the cost of expenses we have incurred in connection with your failure to comply with the terms of this lease. Any deductions we make will be itemized in a written notice given to you within forty-five (45) days of the termination of tenancy and delivery of possession.

Within the 45-day period prescribed above, we will refund to you the balance of the security deposit (if any) including accrued interest to which you are entitled, less any amounts that we have properly applied to your obligations under the Lease pursuant to the terms of the lease.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not given us written notice within seven days of our written notice to you, indicating that you intend to remain in occupancy of the premises. An apartment is also "abandoned" 10 days after the death of a sole resident.

To the extent permitted by applicable law, surrender, abandonment, and judicial eviction end your right of possession for all purposes and give us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment (paragraph 13), but do not affect our mitigation obligations set forth under this Lease Contract and under applicable Virginia law.

- ☒ Lead Hazard Information and Disclosure Addendum (federal)
- ☒ Utility Addendum
- ☐ Remote Control, Card or Code Access Gate Addendum
- ☒ Lease Contract Buy-Out Agreement
- ☐ Intrusion Alarm Addendum
- ☒ Other Washer/Dryer Addendum
- ☐ Other \_\_\_\_\_

44. **SEVERABILITY.** If any provision of this lease is invalid or unenforceable to any extent, then that provision and the remainder of this lease shall continue in effect and be enforceable to the fullest extent permitted by law.

Exhibit(s)

Page 7 of 7

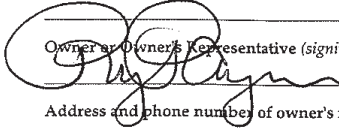
You are legally bound by this document.  
Read it carefully before signing.

Resident or Residents (all sign below)

Kelvin B. White 10-29-14

Date form is filled out (same as on top of page 1) 10/29/2014

Owner or Owner's Representative (signing on behalf of owner)



Address and phone number of owner's representative for notice purposes

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2). No cks accepted after 5th. No cks accepted after 2  
NSFs. No partial pymts. Rent & UBI must be paid in full. Cash will not be accepted as a form  
of payment. Money orders and Checks must be made out to the Property. No Exceptions. It is  
the Tenant's responsibility to retain receipt/copies of any payment to the Property. Tenants  
are responsible if they fail to comply with this obligation.

Kelvin White  
Ivy Walk I & II

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Virginia/ National Apartment Association Official Form A-14, June 2014